

EXHIBIT H

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7 UNITED STATES BANKRUPTCY COURT
8 WESTERN DISTRICT OF WASHINGTON - TACOMA

9 SARAH HOOVER,

10 Debtor,

BK No. 19-42890- MJH

Adv No. 20-04002 – MJH

Chapter 7

12 SARAH HOOVER,

13 Plaintiff,

14 v.

SECOND SET OF INTERROGATORIES
AND REQUESTS FOR PRODUCTION
TO DEFENDANT HSBC

15 QUALITY LOAN SERVICE
16 CORPORATION OF WASHINGTON,
17 PHH MORTGAGE CORPORATION DBA
18 PHH MORTGAGE SERVICES, HSBC
19 BANK USA, N.A. AS TRUSTEE OF THE
20 FIELDSTONE MORTGAGE
INVESTMENT TRUST, SERIES 2006-2,
NEWREZ, LLC, IH6 PROPERTY
WASHINGTON, LP, DBA INVITATION
HOMES.

21 Defendants.

22
23 TO: DEFENDANT HSBC BANK USA, N.A. AS TRUSTEE OF THE
24 FIELDSTONE MORTGAGE INVESTMENT TRUST, SERIES 2006-2
("HSBC"), Defendant;

25 TO: YOUR ATTORNEYS OF RECORD:
26

SECOND SET OF DISCOVERY TO HSBC
Adv No. 20-04002-MJH - 1

HENRY & DEGRAAFF, PS
787 Maynard Ave S
Seattle, WA 98104
Tel# 206-330-0595 / Fax# 206-400-7609

1 Pursuant to Fed.R.Bankr.P. 7026, 7033, and 7034 which incorporates Rules 26, 33 and
2 34 of the Federal Rules of Civil Procedure, Plaintiff, Sarah Hoover (the "Plaintiff") propounds
3 these interrogatories and requests for production, to which Defendant HSBC Bank USA, N.A.
4 as Trustee of The Fieldstone Mortgage Investment Trust, SERIES 2006-2 ("HSBC"), shall
5 respond separately and fully, in writing and under oath, and will produce documents for
6 inspection and copying for the documents described therein to the offices of Henry & DeGraaff,
7 PS, 787 Maynard Ave S, Seattle, WA 98104, within 30 days of the service of these requests on
8 Defendants and in accordance with the Instructions and Definitions set forth below.

9 DEFINITIONS

10 Notwithstanding any definition below, each word, term, or phrase used in these
11 Interrogatories is intended to have the broadest meaning permitted under the Federal Rules of
12 Civil Procedure.

- 13 1. As used herein, the terms "You" and "Your" shall mean HSBC Bank USA, N.A. as
14 Trustee of The Fieldstone Mortgage Investment Trust, SERIES 2006-2 ("HSBC"), and all
15 attorneys, agents, and other natural persons or business or legal entities acting or
16 purporting to act for or on behalf of HSBC, whether authorized to do so or not. By use of
17 the pronoun "you" it is intended that the answers are to include all information known to
18 or reasonably ascertainable by HSBC, your agents, attorneys, investigators, employees
19 and other representatives.
- 20 2. Any and all data or information which is in electronic or magnetic form should be
21 produced in a reasonable manner.
- 22 3. "And" "as well as," and "or" should be construed either disjunctively or conjunctively, as
23 necessary to bring within the scope of these requests any matter which might otherwise
24 be construed to be outside their scope.
- 25 4. The masculine gender of any word used herein includes the feminine and the neuter. The
26 past tense of a verb used herein includes the present tense, and the present tense of any
verb includes the past tense.
5. "Relate to," "related to" or "relating to," as used herein, means directly or indirectly
referring to, alluding to, having any relationship to, pertaining to, concerning, connected
with, commenting on, regarding, discussing, mentioning, reflecting, analyzing,
constituting or embodying in whole or in part.

- 1 6. A document “relating” or “referring” to any given subject matter, as used herein, means
2 any document that constitutes, contains, embodies, identifies, bears upon or deals with
3 that subject, including, without limitation, emails, notes, electronic records, or documents
4 concerning the preparation of documents.
- 5 7. “Document” is defined to include any and all manner of electronic, written, typed, printed,
6 emailed, reproduced, filmed or recorded material, and all photographs, pictures, plans or
7 other representations of any kind of anything pertaining, describing, referring or relating,
8 directly or indirectly, in whole or in part, to the subject matter at hand, and the term includes,
9 without limitation:
- 10 a. Papers, emails, texts, voice mail messages, books, journals, ledgers, statements,
11 memoranda, reports, invoices, work sheets, work papers, notes, transcriptions of
12 notes, letters, correspondence, abstracts, checks, diagrams, plans, blueprints,
13 specifications, pictures, drawings, films, photographs, graphic representations,
14 diaries, calendars, desk calendars, pocket calculators, calculators of any type, lists,
15 logs, purchase orders, messages, resumes, summaries, agreements, contracts,
16 telegrams, telexes, cables, recordings, audio tapes, magnetic tapes, visual tapes,
17 transcriptions of tapes or records, or any other writings or other tangible things on
18 which any handwriting, typing, printing, photostatic, or other forms of
19 communications are recorded or reproduced, as well as all notations on the
20 foregoing;
- 21 b. Originals and all other copies not absolutely identical;
- 22 c. All drafts and notes, whether typed, handwritten or otherwise, made or prepared in
23 connection with such document, whether used or not; and
- 24 d. Any medical record, chart, X-ray, book, log, pamphlet, periodical, letter, report,
25 memorandum, notation, message, record, study, working paper, chart, graph, index,
26 tape, minutes, contract, lease, invoice, record of purchase or sale, correspondence,
telegram, cable, electronic or other transcription or taping of telephone or personal
conversations or conference, and any and all other written, printed, typed, punched,
taped, filmed or graphic matter, however produced or reproduced.
8. “The Account” refers to the account sought to be collected from Ali Suleiman in this case
by PHH Mortgage Corporation d/b/a PHH Mortgage Services (“PHH”), HSBC, and
NewRez, LLC (“NewRez”).
9. A request to “name” or “identify” a certain person or persons is deemed to require the
person’s full name, last known residence and phone number, job title, employer and
employer’s business address and phone number. If the job title, etc. are set out in another
answer, their repetition is unnecessary.
10. When asked to “state the facts” your response should include (i) the identity of any
persons with any personal knowledge of the facts stated; (ii) the identity of any

documents concerning the facts stated; and (iii) the identity of any communications concerning the facts stated.

11. "Complaint" means the initial complaint and any amended complaints filed in this action.
12. Any word or term not specifically defined: If you contend that a word or term that is not specifically defined in these requests is vague or capable of multiple meanings that prevent you from answering the interrogatory, then you should consult the Merriam Webster dictionary available online at <http://www.merriam-webster.com> for a definition that is incorporated into these requests by reference.
13. "Borrower(s)" means the individual from whom Defendant QLS foreclosed against, Ali Suleiman and/or his estate in this case.
14. "Property" means the property at issue in this case located at 18205 106th Street East Bonney Lake, WA 98391.
15. "Policy" or "Policies" means any practice, procedure, directives, routine, rule, courses of conduct or code of conduct, written or unwritten, formal or informal, recorded or unrecorded, which was recognized, adopted, issued or followed by you.
16. "QLS" means Defendant Quality Loan Services Corporation of Washington and includes, without limitations, any offices, branches and locations of Defendant QLS, as well as any of its attorneys, employees, managers, agents, consultants, vendors, contractors, advisors, representatives, or PERSONS working on its behalf, and its parent organizations, affiliates, predecessors, and assignors.
17. "PHH" means Defendant PHH Mortgage Corporation dba PHH Mortgage Services, and includes, without limitations, any offices, branches and locations of Defendant PHH Mortgage Corporation dba PHH Mortgage Services, as well as any of its attorneys, employees, managers, agents, consultants, vendors, contractors, advisors, representatives, or PERSONS working on its behalf, and its parent organizations, affiliates, predecessors, and assignors.
18. "NewRez" means Defendant NewRez, LLC, and includes, without limitations, any offices, branches and locations of Defendant NewRez, LLC, as well as any of its attorneys, employees, managers, agents, consultants, vendors, contractors, advisors, representatives, or PERSONS working on its behalf, and its parent organizations, affiliates, predecessors, and assignors.
19. "IH6" means Defendant IH6 Property of Washington, LP d/b/a Invitation Homes, and includes, without limitations, any offices, branches and locations of Defendant IH6 Property of Washington, LP dba Invitation Homes, as well as any of its attorneys, employees, managers, agents, consultants, vendors, contractors, advisors, representatives, or PERSONS working on its behalf, and its parent organizations, affiliates, predecessors, and assignors.

1 20. "Plaintiff" means Plaintiff Sarah Hoover.

2 21. "File" means all "Documents" or documented "Communications" related to the
3 "Account" at issue in this case.

4 **INTERROGATORIES**

5 **INTERROGATORY NO. 25:**

6 IDENTIFY all documents which depict or relate to your financial statements (including
7 but not limited to) balance sheet, income statement, cash flow statement.

8 **RESPONSE:**

9
10 **INTERROGATORY NO. 26**

11 IDENTIFY all employees of HSBC, with knowledge of the Plaintiff's bankruptcy filing
12 prior to January 1, 2020, and for each employee so IDENTIFIED, state his or her job title and
13 the state and location where they work.

14 **RESPONSE:**

15
16 **INTERROGATORY NO. 27:**

17 DESCRIBE in detail all training for bankruptcy policies provided to the persons
18 identified in response to Interrogatory No. 26, stating the dates on which each such person
19 attended, and identifying the materials provided to each such person.

20 **RESPONSE:**

21
22 **INTERROGATORY NO. 28:**

23 IDENTIFY employment and salary records of the persons identified in response to
24 Interrogatory No. 26.

25 **RESPONSE:**

1 **INTERROGATORY NO. 29:**

2 IDENTIFY the full and complete copies of all servicing manuals, memoranda, notes,
3 polices, and employee training materials related to reviewing, analyzing, and responding to
4 Notices of Bankruptcy filings and/or responding to any other correspondence from any party
5 notifying you of a bankruptcy filing by any method.

6 **RESPONSE:**

7
8 **INTERROGATORY NO. 30:**

9 IDENTIFY all consumer complaints against you or agents acting on your behalf from
10 the Consumer Financial Protection Bureau related to “Loan modification, Collection,
11 Foreclosure” during the time period from January of 2019 to the present that involve HSBC
12 loans. *See* the Consumer Financial Protection Bureau’s Consumer Complaint Database.

13 **RESPONSE:**

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16 **INTERROGATORY NO. 31:**

17 IDENTIFY your responses to the consumer complaints as referred to in Interrogatory
18 No. 30.

19 **RESPONSE:**

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22 **INTERROGATORY NO. 32:**

23 State your knowledge of any Risk Convergence Reports created for HSBC loans created
24 by Ocwen/PHH created for loans involved in a Chapter 7 bankruptcy from January 1, 2018 and
25 the present. *See* Original Complaint, *Consumer Financial Protection Bureau v. Ocwen*

1 *Financial Corporation, et al.*, No. 9:17-cv-80495 (S.D.Fla. April 20, 20117),
2 https://files.consumerfinance.gov/f/documents/20170420_cfpb_Ocwen-Complaint.pdf .

3
4 **INTERROGATORY NO. 33:**

5 State your knowledge of any consent judgments and/or settlement agreements and
6 consent orders entered into with the Washington State Attorney General for Ocwen/PHH and/or
7 NewRez that involved HSBC loans from January of 2017 to the present.

8 **RESPONSE:**
9

10 **INTERROGATORY NO. 34:**

11 IDENTIFY the number of instances where you or agents acting on your behalf were
12 provided with notice of a bankruptcy filing prior to a nonjudicial foreclosure sale and the
13 nonjudicial foreclosure sale nonetheless went forward.

14 **RESPONSE:**
15

16 **INTERROGATORY NO. 35:**

17 For those instances IDENTIFIED in Interrogatory No. 34, please explain what actions
18 you or agents acting on your behalf took after the sale.

19 **RESPONSE:**
20

21
22 **INTERROGATORY NO. 36:**

23 State your knowledge of any documents produced in the Civil Investigate Demands
24 made by the Plaintiff States in connection with the Consent Judgment entered into with
25 Ocwen/PHH on February 26, 2014 for HSBC loans. *See* Consent Judgment,
26 https://oag.ca.gov/sites/all/files/agweb/pdfs/mortgage_settlement/ocwen-consent-judgment.pdf.

1 **RESPONSE:**

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3 **INTERROGATORY NO. 37:**

4 State your knowledge of any Compliance Review Quarterly Reports produced to the
5 Plaintiff States in connection with the Consent Judgment entered into with Ocwen/PHH on
6 February 26, 2014. *See* Consent Judgment,

7 https://oag.ca.gov/sites/all/files/agweb/pdfs/mortgage_settlement/ocwen-consent-judgment.pdf

8 **RESPONSE:**

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11 **INTERROGATORY NO. 38:**

12 State your knowledge of any Monitor Reports received to the Plaintiff States in
13 connection with the Consent Judgment entered into with Ocwen/PHH on February 26, 2014.
14 *See* Consent Judgment,

15 https://oag.ca.gov/sites/all/files/agweb/pdfs/mortgage_settlement/ocwen-consent-judgment.pdf

16 **RESPONSE:**

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18 **INTERROGATORY NO. 39:**

19 State your knowledge of any enforcement actions taken by the Plaintiff States in
20 connection with the Consent Judgment entered into with Ocwen/PHH on February 26, 2014.
21 *See* Consent Judgment,

22 https://oag.ca.gov/sites/all/files/agweb/pdfs/mortgage_settlement/ocwen-consent-judgment.pdf

23 **RESPONSE:**

1 **DOCUMENTS TO BE PRODUCED**

2
3 **REQUEST FOR PRODUCTION NO. 25:**

4 Produce all materials (including but not limited to webinars, physical books, electronic
5 materials or other documents) pertaining to the training and supervision of your employees or
6 agents as to compliance with foreclosure processes.

7 **RESPONSE:**
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10 **REQUEST FOR PRODUCTION NO. 26:**

11 Produce all materials (including but not limited to webinars, physical books, electronic
12 materials or other documents) pertaining to the training and supervision of your employees or
13 agents as to compliance with the bankruptcy automatic stay, 11 U.S.C. § 362.
14

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16 **REQUEST FOR PRODUCTION NO. 27:**

17 Produce all materials (including but not limited to webinars, physical books, electronic
18 materials or other documents) pertaining to the training and supervision of your employees by
19 you or your agents as to compliance with HSBC's guidelines and/or policies and procedures
20 regarding nonjudicial foreclosures as to compliance with Washington State laws.

21 **RESPONSE:**
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1 **REQUEST FOR PRODUCTION NO. 28:**

2 Produce all materials (including but not limited to webinars, physical books, electronic
3 materials or other documents) pertaining to the training and supervision of QLS and other
4 foreclosing Trustees by you or your agents for nonjudicial foreclosures in Washington State.

5 **RESPONSE:**

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8 **REQUEST FOR PRODUCTION NO. 29:**

9 Produce all DOCUMENTS showing HSBC's net pretax profits for the five years
10 preceding and including the year the Plaintiff's Complaint was filed.

11 **RESPONSE:**

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13

14 **REQUEST FOR PRODUCTION NO. 30:**

15 Produce all DOCUMENTS showing HSBC's net worth for the five years preceding and
16 including the year Plaintiff's Complaint was filed.

17 **RESPONSE:**

18

19

20 **REQUEST FOR PRODUCTION NO. 31:**

21 Produce all of HSBC's Annual Reports for the five years preceding the year Plaintiff's
22 Complaint was filed.

23 **RESPONSE:**

24

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26

1 **REQUEST FOR PRODUCTION NO. 32:**

2 Produce all HSBC's balance sheets, profit and loss statements, income statements,
3 federal tax returns with all schedules, and any other document reflecting Defendant's overall
4 financial condition for the five years preceding the year Plaintiff's Complaint was filed.

5 **RESPONSE:**

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7
8 **REQUEST FOR PRODUCTION NO. 33:**

9 Produce all DOCUMENTS evidencing other instances where HSBC or the agents
10 working on their behalf were provided notice of a bankruptcy filing prior to a foreclosure sale
11 and you or your agents nonetheless went forward with the foreclosure sale.

12 **RESPONSE:**

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16 **REQUEST FOR PRODUCTION NO. 34:**

17 Produce all DOCUMENTS related to HSBC and the Civil Investigate Demands made by
18 the Plaintiff States in connection with the Consent Judgment entered into with Ocwen/PHH on
19 February 26, 2014. *See* Consent Judgment,

20 https://oag.ca.gov/sites/all/files/agweb/pdfs/mortgage_settlement/ocwen-consent-judgment.pdf.

21 **RESPONSE:**

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25 **REQUEST FOR PRODUCTION NO. 35:**

26 Produce all documents related to HSBC and any Compliance Review Quarterly Reports
produced to the Plaintiff States in connection with the Consent Judgment entered into with

SECOND SET OF DISCOVERY TO HSBC
Adv No. 20-04002-MJH - 11

HENRY & DEGRAAFF, PS
787 Maynard Ave S
Seattle, WA 98104
Tel# 206-330-0595 / Fax# 206-400-7609

Ocwen/PHH on February 26, 2014. *See* Consent Judgment,
https://oag.ca.gov/sites/all/files/agweb/pdfs/mortgage_settlement/ocwen-consent-judgment.pdf

RESPONSE:

REQUEST FOR PRODUCTION NO. 36:

Produce all documents related to HSBC and any Monitor Reports received to the Plaintiff States in connection with the Consent Judgment entered into with Ocwen/PHH on February 26, 2014. *See* Consent Judgment,
https://oag.ca.gov/sites/all/files/agweb/pdfs/mortgage_settlement/ocwen-consent-judgment.pdf

RESPONSE:

REQUEST FOR PRODUCTION NO. 37:

Produce documents related to HSBC and any enforcement actions taken by the Plaintiff States in connection with the Consent Judgment entered into with Ocwen/PHH on February 26, 2014. *See* Consent Judgment,
https://oag.ca.gov/sites/all/files/agweb/pdfs/mortgage_settlement/ocwen-consent-judgment.pdf

RESPONSE:

Dated: February 23, 2021.

HENRY & DEGRAFF, PS

By: /s/ Christina L Henry
Christina L Henry, WSBA# 31273
Attorneys for Plaintiff
787 Maynard Ave S

SECOND SET OF DISCOVERY TO HSBC
Adv No. 20-04002-MJH - 12

HENRY & DEGRAFF, PS
787 Maynard Ave S
Seattle, WA 98104
Tel# 206-330-0595 / Fax# 206-400-7609

1 Seattle, WA 98104
2 chenry@hdm-legal.com
3 Attorneys for Plaintiff Sarah Hoover

4 ANDERSON SANTIAGO, PLLC

5 By: /s/ Jason D. Anderson
6 Jason D. Anderson, WSBA# 38014
7 Attorneys for Plaintiff
8 787 Maynard Ave S
9 Seattle, WA 98104
10 jason@alkc.net
11 Attorneys for Plaintiff
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1 **VERIFICATION**

2 STATE OF _____)

3) ss.

4
5 COUNTY OF _____)

6 I, _____, being first duly sworn on oath, deposes and says:

7 I have read the within and foregoing answers and responses to Plaintiff's Second Set of
8 Interrogatories Propounded to HSBC Bank USA, N.A. as Trustee of The Fieldstone Mortgage
9 Investment Trust, SERIES 2006-2 ("HSBC"), and know the contents thereof, and believe the
10 same to be true.

11
12 _____
13 signature

14 SUBSCRIBED AND SWORN to before me this _____ day of _____, 2020

15
16 _____
17 [PRINT NAME] _____

18 NOTARY PUBLIC for the State of _____

19 Residing at _____

20 My Commission Expires: _____

CERTIFICATE OF SERVICE

I, Christina L Henry, hereby certify that on February 23, 2021, I electronically transmitted the foregoing via email to the following:

McCARTHY & HOLTHUS, LLP

Attn: Joseph Ward McIntosh

108 1st Ave S Ste 300

Seattle, WA 98104-2104

jmcintosh@mccarthyholthus.com

Attorney for Quality Loan Service Corp. of Washington

HOUSER, LLP

Robert W. Norman, Jr.

600 University St, Ste 1708

Seattle, WA 98101

bnorman@houser-law.com

Attorneys for Defendants PHH Mortgage Corporation, HSBC Bank USA, N.A., as Trustee of the Fieldstone Mortgage Investment Trust, Series 2006-2 and NewRez, LLC

SCHWEET LINDE & COULSON, PLLC

John Anthony McIntosh

575 S. Michigan St

Seattle, WA 98108-3316

johnm@schweetlaw.com

Attorneys for Defendant IH6 Property Washington, L.P. dba Invitation Homes

EXECUTED this 23rd day of February 2021 at Bothell, WA

/s/ Christina L Henry

Christina L Henry, WSBA #31273